



FREDERICK COUNTY, MARYLAND SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that

hereinafter called DEVELOPER and

(Surety Name)

Surety Mailing Address:	

a corporation existing under the laws of the State of , and authorized to do business in the State of Maryland, hereinafter called SURETY, are held and firmly bound unto Frederick County, Maryland, hereinafter called COUNTY, in the full and just sum of:

Dollars (\$)

lawful money of the United States of America, to be paid to COUNTY, or its assigns, to which payment well and truly to be made and done, we bind ourselves, officers, directors, employees, agents and officials, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this day of , 20 .

The SECURITY shall be deposited with the COUNTY to guarantee payment for the construction and completion of certain requirements, hereinafter called the IMPROVEMENTS, as more particularly set forth on the following referenced drawings and plans, hereinafter referred to as PLANS, with all revisions noted, and further determined in accordance with (a) detailed cost estimate(s), approved by the COUNTY in association with the Performance Agreement(s) for which this SECURITY is provided.

PLANS Entitled: Sheet No(s).

Prepared By: (Engineer)

Date signed/appr. by COUNTY: Hansen® PROJECT No.

With the COUNTY's approval, PLANS may be revised from time to time, provided that adequate SECURITY is available or provided by DEVELOPER to cover any increased costs.

WHEREAS, it is a condition of the Performance/Protection Agreement(s) between the COUNTY and DEVELOPER, that this Surety Bond be executed, for: (check applicable) **

***NOTICE: Surety bonds for use with Public Improvements - Roads and Drainage Performance Agreements are maintained by the Division of Public Works and therefore may not be combined with the surety bond that is used to cover the other forms of agreements.*

** ☐ - Public Improvements - Roads and Drainage ☐ - Forest Improvements Protection

☐ - Sediment and Erosion Control and/or Non-dedicated Stormwater Management

NOW, THEREFORE, the conditions of this obligation are:

1. That the DEVELOPER, its agents and employees will faithfully complete the construction and installation of the IMPROVEMENTS in accordance with the terms and requirements of the executed, [Performance Agreement for Public Improvements - Roads and Drainage] -and/or- [Sediment and Erosion Control and/or Non-dedicated Stormwater Management] -and/or- [Forest Improvements Protection Agreement]
2. That the DEVELOPER, its agents and employees will comply with all the applicable ordinances and requirements of Frederick County, Maryland.
3. That the DEVELOPER, its agents and employees will indemnify, save and hold harmless the BOCC, and its employees and agents from any claims, actions, expenses, of whatever nature, arising out of or incurred through the failure of the DEVELOPER, its agents and employees, to complete the required IMPROVEMENTS, or from any damages growing out of the negligence of the DEVELOPER or its agents or employees.
4. That the DEVELOPER, its agents and employees, and the SURETY hereby consent to jurisdiction in the Circuit Court for Frederick County, Maryland in the event of litigation related to or arising out of this Surety Bond.
5. That this obligation shall remain in full force and effect until the IMPROVEMENTS have been completed, approved and accepted by the COUNTY after which the DEVELOPER may request the release or reduction of the SECURITY in accordance to the provisions of Frederick County Resolution No. 14-01 and any executed Performance/Protection Agreement.

WITNESS/ATTEST

(Name of Developer)

BY

(Signature)

(Signature) SEAL

(Print Name)

(Print Name)

(Title)

WITNESS/ATTEST

(Name of Surety)

BY

(Signature)

(Signature: Attorney-in-Fact) SEAL

(Print Name)

(Print Name)

NOTARIAL FOR: DEVELOPER

STATE OF _____ COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who is either known to me (or satisfactorily proven) to be the _____ of _____ (the DEVELOPER) and acknowledged that he/she executed the same on behalf of the DEVELOPER for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

NOTARIAL FOR: SURETY

STATE OF _____ COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who is either known to me (or satisfactorily proven) to be the Attorney-in-Fact of _____ (the SURETY) and acknowledged that he/she executed the same on behalf of the SURETY for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

Reviewed and Approved as to form:

Frederick County Attorney